

Milpitas Recreation and Community Services

Independent Contractor Instructor Handbook



Policies & Procedures

(Updated August 2019)



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Contractor Timeline

1. City of Milpitas Recreation and Community Services sends out **proposal letter** approximately 5 months before registration opens
2. When contractor receives proposal letter, contractor will complete, scan, and forward the following documents to Contract Specialist:
 - a. **Class Proposal Form**
 - b. **Room Set-Up Request**
 - c. **Signed “Hand Book Agreement”** (page 18)
 - i. Please turn in all documents by the due date listed in the proposal letter
3. Recreation and Community Services will review class proposal
4. Contract Specialist will email contractor the **contractual agreement** with **list of selected classes**
5. Contractor will sign contract with “**wet signature**” and mail contract to Contract Specialist within 7 days of receipt
6. Contractor must turn in all required documents listed under “**Contractor Document Checklist**” (page 18) no later than 30 days prior to the start of classes
7. Contract Specialist will contact contractor **3 days** prior to start of class to verify enrollment
 - a. If class has met minimum number of participants, class will run
 - b. If class is under minimum number of participants:
 - i. Contract Specialist will notify contractor that class is cancelled
8. At the conclusion of the last class, contractor will return all attendance sheets to Contract Specialist
 - a. Payment will then be processed and mailed to contractor within 30 days

Session Dates

- **Fall/Winter Session:** September – January
 - Proposal letter sent late March
 - Class Proposal Form due mid-April
 - Completed contract due mid June
 - Registration opens mid-August
- **Spring Session:** February – May
 - Proposal letter sent mid-August
 - Class Proposal Form due mid-September
 - Completed contract due mid November
 - Registration opens mid-January
- **Summer Session:** June – August
 - Proposal letter sent November
 - Class Proposal Form due early December
 - Completed contract due late January
 - Registration opens early April

Our Mission Statement

The City of Milpitas Recreation and Community Services' mission is to enrich our community through exceptional programs and services.

I. Getting Started: Information for Contractors

A. Submitting a Class Proposal

Complete the following forms:

1. Class Proposal Template (Google Sheets)
2. Room Set-up Request
3. Read the Independent Contractor Instructor Handbook

Completed forms must be submitted to the Contract Specialist via scanned email prior to the submission deadline. Inquire with the Contract Specialist for deadline details (Refer to page 12 for Contract Specialist contact information). All forms must be completed, do not leave any information fields blank.

The Contract Specialist will provide the Contractor with the length of the session, holidays and other no class dates. It is important that the Contractor understands this information and reflects "no class dates," in the notes section of their Class Proposal Template.

A class proposal that is submitted does not guarantee that a class will be automatically included in the City of Milpitas Recreation and Community Services Activity Guide. Additionally, once the Contractor has received an "Agreement for City of Milpitas Recreation and Community Services" contract, there is no guarantee the City of Milpitas Recreation and Community Services Department will automatically offer the class every session thereafter. The Contractor is still required to submit a proposal every session.

B. Payment Rate for Contractors

The City of Milpitas contracts with Independent Contractors at the rate of 65% of the resident fees collected for classes held in our City facilities.

C. Class Pricing

Contractors will set their class prices. The Contract Specialist will provide assistance on current market conditions, if requested.

D. Non-Resident Fees

The City of Milpitas imposes a non-resident fee to individuals who do not reside in the City of Milpitas. The non-resident fee is an additional \$20 added to the resident fee.

Contractors will not receive a percentage of this fee.

E. Senior Discounts

Senior citizens (50+ years) receive a 25% discount on all Recreation and Community Services program fees. This discount does not apply to trips, personal trainer services and Senior Center Programs.

F. Customer Service, Refunds and Transfers

The department policy regarding refunds is stated in the City of Milpitas Recreation and Community Services Activity Guide. Please direct any person with questions regarding refunds and transfers to the Recreation and Community Services Staff.

The Contractor **must** consult with the Contract Specialist before offering a customer a refund, transfer, or pro-rated fee.

II. If your Class Proposal Has Been Selected, The Next Step

A. Receiving Your Contract

Contractual agreements are e-mailed prior to the start of an instructional quarter. The contract must be signed and returned to the Recreation and Community Services office within seven (7) days of receipt. If the contract is not returned within this time frame, Recreation and Community Services reserves the right to cancel any or all class(es). A duplicate copy may be returned to the Contractor (upon request) once a Department Head or designated Recreation and Community Services Staff signs.

If a contractual agreement arrives incomplete or incorrect, please contact the Contract Specialist immediately for corrections. **Handwritten changes to the contract will not be accepted.**

Business Licenses are required and must be obtained from the City of Milpitas. Business Licenses from other cities will not be accepted. City of Milpitas Business Licenses are valid for the duration of 1 calendar year. To obtain a City of Milpitas Business License visit the City of Milpitas website at www.ci.milpitas.ca.gov or contact the Finance Department: 408-586-3100.

All documentation must be received 30 days prior to the start of class(es).

B. Class Enrollment

Once a Contractor's proposal has been approved, you will be granted limited access to our data base on the ActiveNet website. The Contract Specialist will provide you with instructions on how to log-in, check enrollment and how to access other features. (see page 11).

It is the responsibility of the Contractor to access ActiveNet and monitor their enrollment for all of their classes.

To cancel a class, the Contractor must notify the Contract Specialist, in writing(e-mail), at least 3 business days prior to the start of class. Phone calls will not be accepted as a form of cancellation. Classes not cancelled at least 3 business days prior to the start date will remain open, regardless of enrollment, and the Contractor will be expected to host that class. Contractors should plan accordingly.

C. Attendance Sheets/ Rosters

Prior to the first class, the Contractor will print their Class Roster (student names, emergency contact phone numbers etc.) and Activity Attendance Sheet (class sign-in/sign out forms) via ActiveNet. The instructions to access both items can be found on the instruction sheet on page 11 of the Independent Contractor Instructor Handbook.

Attendance must be taken for each class. These sheets will be submitted to the Contract Specialist on the last day of class. The Contractor's payment may be delayed without submission of all attendance sheets.

D. Participant Sign in and Sign out

The Contractor must take attendance at each class meeting. This is especially important for large classes where participants could show up to class without paying. Inform individuals who have not paid to go to the front desk of any Recreation and Community Services Center to pay for the class or register online via the City of Milpitas website.

If the office is closed at the time of the class, have the participant show their class receipt. They should have been sent this document via email from the ActiveNet website (even if they registered in person). If the customer cannot produce their receipt, they may not attend class until payment is verified. Do not allow a non-paid participant to participate in class.

The Contractor should contact the Contract Specialist in the event that a student claims to be in a class but cannot produce a receipt.

For the safety of ALL participants, especially children (participant 12 years and younger), parents must bring their child(ren) to the appropriate classroom and sign in each child at the beginning of class, and sign out at the end of each class. For adult classes, please have participants sign in and out for each class.

Children may not sign themselves in for any class. If a child arrives without a parent, it is the Contractor's responsibility to contact the parent immediately.

If a parent is late picking up a child from class, the child must remain with the Contractor until the parent arrives to sign the child out. After the first 5 minutes of a parent being late, the Contractor should contact the child's parent using the emergency contact number provided. If the parent is unable to be reached after 30 minutes, you must call the Contract Specialist who will call the Milpitas Police Department.

E. Classroom Set up and Clean up

Contractors using City facilities are required to complete a Room Set up Request Form to indicate how the room or area should be set up for each class.

It is the responsibility of the Contractor to leave the classroom as clean as when it was entered for that day's class. It is the responsibility of the Contractor to put all waste into trash receptacles, including clippings, scraps, glue, paint, etc., related to their class.

If a spill or other “accident” occurs during or related to class, the Contractor should clean it up immediately so it is not left to dry and damage equipment, or be a potential hazard to other Contractors and participants. If a spill is severe, the Contractor must notify Recreation Services Staff immediately, so a building attendant can clean up prior to the next class.

It is not the responsibility of the office staff or the custodial staff to set-up special class equipment, such as computers, keyboards, etc.

When the Contractor arrives for class, the classroom should be set-up with all necessary facility-based equipment, such as chairs, tables, garbage cans, stereo (Community Center Dance Studio only), etc., when appropriate. If the classroom is not set-up properly, the Contractor should notify the staff on duty immediately so it can be made ready for the class.

If the Contractor requires special facility equipment, which is not normally used in class, the Contract Specialist must be notified at least 5 business days in advance to ensure the availability of equipment and appropriate set-up time. Requests are not guaranteed.

Keys for special equipment must be signed out at the office. Only authorized personnel and Contractors may sign out a key. All keys must be returned to the office at the end of class. If key return becomes a problem, equipment privileges may be revoked for that Contractor.

F. Code of Conduct

All registered participants need to adhere to the following code of conduct while in the care of the contractor/sub-contractors. Contractor/subcontractor will be responsible for ensuring this code of conduct is followed at all times.

- A. Participants and contractors will adhere to all posted rules within Recreation and Community Services facilities and parks.
- B. Participants (children) under the age of 18 will not be left alone at any time. This includes, but is not limited to, going to and from the restroom, break/lunch periods, walking from one location to another. It is not acceptable to use the “buddy system,” to allow children to go to and from locations/ restrooms. Children must be supervised at all times.
- C. Contractors/sub-contractors are not to go into the restroom with a participant at any time.
- D. In the event of an injury or illness to a participant, contractor/sub-contractor will immediately contact the Contract Specialist and parent via telephone. No matter the severity of the injury or illness the contractor/sub-contractor will complete a City of Milpitas Incident Report. This report is due to the Contract Specialist within 24 hours. All submitted incident reports should be neat, legible and all fields completed.

G. Equipment Provided by Recreation and Community Services Department

The following equipment is available for classes, subject to availability:

1. Projector
2. TV/DVD
3. Portable white board
4. Easels
5. Stereo (Community Center Dance Studio)

H. Incident Reports

If an incident occurs in class, follow the procedures listed below:

- A. If the Contractor is required to carry liability insurance, due to the nature of their class, First Aid/CPR/AED Certification is required. This includes any instructor/sub that will be teaching classes. If the Contractor is not required to carry liability insurance, First Aid/CPR/AED Certification is preferred but not required.
- B. All Contractors and sub instructors are **required** to have access to a mobile device. Should an emergency arise, they **must** call 911 immediately.
- C. A City of Milpitas Incident Form should be filled out as completely and thoroughly as possible.
- D. Next, forward the information to the Contract Specialist within 24 hours.
- E. Incident forms are available at all City of Milpitas Recreation and Community Services Centers or from the Contract Specialist.
- F. If an incident is serious in nature (medical attention needed, physical altercation, etc.) the Contractor will contact the Contract Specialist immediately.

I. Insurance

The City of Milpitas requires the following items for all Contract Instructors:

- Proof of Commercial General Liability Insurance (**Sample #1**)
- \$1,000,000 policy level & Single Occurrence (**Listed on Sample #1**)
- Additional insured (City of Milpitas) **Endorsement (Sample #2)**
- Primary and Non-contributory **Endorsement (Sample #3)**
- 30 Day Notice of Cancellation **Endorsement (Sample #4)**
- Workers Compensation Insurance OR (**Listed on Sample #1**)
An E-mail stating contractor has no employees
- Waiver of Subrogation **Endorsement** (workers comp)
- Commercial Auto Insurance IF contractor is teaching multiple classes, at different sites, on the same day.
- W-9 Form

The Contractor may be asked to produce this information prior to each session. If you have questions regarding any of the items listed above please contact your insurance agent.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2018

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Polkagels West
Thomas Sells
174 Lyman Road
Concord, CA 94530

* Your business name
Here.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability	3DS5466-M1621353	09/15/2018	09/15/2019	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 5000, Event Type: Performer at Event.
Waiver of Subrogation applies per attached MEGL 0241-01 05 16.
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER

City of Milpitas
455 East Calaveras
Milpitas, CA 95035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Will Maddux

Sample #2 Document

Policy Number: 3DS5466-M1621353

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Milpitas 455 East Calaveras Milpitas, CA 95035
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Sample #3 Document

POLICY NUMBER: 3DS5466-M1621353

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Sample #4 document

COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 3DS5466-M1621353

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:

City of Milpitas
455 East Calaveras
Milpitas, CA 95035

Additional Premium: \$ See Cert

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

J. Equal Opportunity

The Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or application for any services or programs provided by the Contractor under this Agreement. The Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required by the Contractor thereby.

K. Fingerprinting

All Contractors offering classes with the City of Milpitas Recreation and Community Services Department shall have a Department of Justice (DOJ) background clearance **prior to the first class meeting.**

Should co-instructing or substitutes be involved for a class, each instructor/substitute is required to have a DOJ clearance **prior to the first class meeting**

Contractors and subsequent instructors may be fingerprinted at no charge. The Milpitas Police Department offers fingerprinting services on a limited basis. Contractors must fill out a Livescan form prior to being fingerprinted. Contact your Contract Specialist to receive the Livescan form. You must take the Livescan form and a valid photo ID when getting fingerprinted.

Contractor must provide Recreation and Community Services with a roster of all instructors teaching class(es).

III. Contractor Payment

Contractors are paid 65% of the resident fees collected for each class.

Example: If the resident class fee is \$100 per participant, multiply this amount by 65% and that is your payment per participant.

$\$100 \times .65 = \65 per participant. $10 \text{ participants} \times \$65 = \$650$ for that class.

Recreation and Community Services and the Contractor agree upon contractual agreements and instructor payments on an individual basis. Payment is based on the total enrollment for each class offered.

Payment is made from the resident registration fees and do not include non-resident fees or Contractor material fees.

Contractors shall be compensated for enrollment totals at the end of the session. Milpitas Recreation Services is not responsible for compensating Contractors for enrollees who have withdrawn from the program due to dissatisfaction.

Contractors are required to submit the attendance sheet for each class completed at the conclusion of class(es). Payment is processed and mailed within thirty (30) days of the conclusion of class(es). If payment is not received within thirty (30) days, contact the Contract Specialist immediately. Please do not contact the Finance Department directly.

IV. *Class Changes and Cancellations*

The Contractor Specialist agrees to contact the Contractor at least three (3) business days prior to the first class meeting to verify enrollment.

In the case that the class does not reach the stated minimum prior to the first class meeting and the class has not been previously canceled, the Contractor agrees that he/she will attend the first class meeting without compensation. If, after the first class meeting, the stated minimum enrollment is still not reached, Recreation and Community Services may, at its discretion cancel the class, or if said class is not canceled, the Contractor may elect to cancel the class or conduct the class with a reduced class minimum. In the later case, compensation will be adjusted by Recreation Services.

Should the Contractor modify dates, times, or be tardy to a class more than two times in a given session, resulting in changes to the schedule as listed in the activity guide, the Contractor's final compensation shall be reduced by 10%.

In the event of a class cancellation due to inclement weather or Contractor illness resulting in a make up class, the Contractor's payment shall be reduced by any necessary refunds distributed to participants who are unable to attend the make up class.

V. *Participant Registration Procedures and Policies*

Class participants must register for class prior to attending. No one is allowed to participate in a class without pre-registering. Registration cannot be accepted by Contractors in class. Registration is accepted online via the City of Milpitas website or at a City of Milpitas Recreation and Community Services Center during regular business hours.

Milpitas residents have priority registration. Non-Residents have second priority and must pay an additional \$20 per class, per participant.

Participants may register no later than the second class meeting, unless authorized by the Contractor. Registration is accepted on a first-come, first-served basis according to the above priorities. Class spaces cannot be held.

Waiting lists are kept for filled classes and participants are enrolled from the waitlist in order, as spaces become available. Contractors do not have the authority to allow priority enrollment to returning students to bypass the waiting list.

VI. Class Promotions and Advertising

All classes and programs are listed in the Recreation and Community Services Activity Guide and on the City of Milpitas website. The guide can be accessed via the City of Milpitas website or obtained from any Recreation and Community Services Center.

The City of Milpitas Recreation and Community Services Marketing Coordinator will assist with program and class promotions and publicity. Contractors are encouraged to advertise their class(es), and can promote or distribute any approved flyers at their own expense.

If contractors would like to advertise approved flyers, the flyer **must be submitted to the Contract Specialist 2 months prior to the start of the first day of programs. Flyers must be screened and approved by the Marketing Coordinator prior to distribution.** Please note that submitting a flyer does not guarantee it will be promoted.

Flyers will be distributed via E-mail to recreation participants and occasionally on our social media platforms. Flyers can also be presented on the flyer racks in both the Community Center and Sports Center. We do not distribute contractor flyers to the Milpitas Unified School District.

Below is a list of guidelines that must be followed that will assist with the approval process.

- All additional printing will be done by the Contractor. The City of Milpitas will not print flyers or additional materials (besides Activity Guide) for the Contractor.
- Flyers must be on 8.5" x 11" paper only. If half-sheet flyers are necessary, they must be long (4.75" x 11") or wide (5.5 x 8.5"), in order to fit properly in the Recreation Services flyer racks.
- All flyers must be professional and produced on a computer. "Cut and paste" is not acceptable.
- Information should include all pertinent and accurate class information, including dates, fees, no class dates, activity numbers, etc.
- Graphics or photos should be current, not dated-looking. Graphics and photos should have a minimum resolution/dpi of 300. Images must be clear and not pixilated.
- A Milpitas Recreation and Community Services logo must be included in your flyer. Please request for a copy of this logo from the Contract Specialist.
- Information on how to register for classes should also be included. Please mention that you can register in-person at the Milpitas Community Center: 457 E. Calaveras Blvd or online at <https://apm.activecommunities.com/milpitasrec/Home>
- Contact the Contract Specialist if you have questions, or would like help with suggestions for a flyer.

Milpitas Recreation and Community Services host several special events per year. Contractors are often invited to participate in these special events. If you are interested in participating please contact the Contract Specialist.

VII. Miscellaneous Information

It is the responsibility of the Contractor to read and comply with all policies and information.

At any time, should you have questions regarding policies related to classes, you may contact the Contract Specialist. (See Contractor Information page for contact information.)

Due to the strict timelines of the City of Milpitas Recreation and Community Services Activity Guide publication, it is important that deadlines are kept for class proposals. Please return the forms by the deadlines.

VIII. Recreation and Community Services Staff Contact Information

Contract Specialist

Staff Name	Office #	E-mail
Vince Collantes	408-586-3204	vcollantes@ci.milpitas.ca.gov

Recreation Centers

Milpitas Community Center	408-586-3210
Milpitas Sports Center	408-586-3225
Milpitas Senior Center	408-586-3400

How to Log into ActiveNet

ActiveNet is the computer software program the City of Milpitas Recreation and Community Services uses for class registration. Contractors can download class rosters prior to the start of class, view class enrollment, and much more! The following are instructions for logging onto ActiveNet:

Step 1: Go to the Website

<https://apm.activecommunities.com/milpitasrec>

** Bookmark this site on your browser for future use.*

Step 2: Sign In to your account

Click on the "Sign in" button. Recreation and Community Services has created your account via the email on file for you/your business. If you are not sure what email is attached to your account, please contact Recreation and Community Services at (408) 586-3210.

Username: email tied to your business (i.e. youremail@gmail.com)

Password: milpitasrec (all lower case)

Step 3: Access Your Account Information

Click on "My Account" in the upper right corner to access all your personal information as well as Contractor information.

In the "Personal Information" section, you can change your password; update your address, birthday, etc.

In the "Instructor Information" section you can pull together rosters, attendance sheets, email participants, etc. To retrieve a class roster, follow the steps below:

- Click on "Roster- Brief"
- Select the class you want to create a roster for (you can select one or multiple)
- Scroll through the options, including "Output Type" (you can choose between Excel spreadsheet or Adobe Acrobat Reader).
- Then click on "Run Report".

Step 4: View What the Customer Sees

At the top of the screen are three links – "Intro" - "Activities" – "Facilities".

Click on "Activities" and see all the programs that we are offering. You can sort by location, category (art, performing arts, gymnastics, health and fitness, etc.) or other category (adult, youth, etc.). Please be sure to check all of your classes. Ensure everything reads the way you want it to. Let the Contract Specialist know of any changes that you would like to see or if there are any errors.



Independent Contractor Handbook Agreement/ Document Checklist

Hand Book Agreement

Please read the following information carefully and sign the bottom of this form. This form must be returned to the Contract Specialist before you may begin teaching classes. Be advised of the following:

I understand and agree to abide by the Policies and Procedures outlined in the Milpitas Recreation and Community Services Independent Contactor Instructor Handbook. I have read the Milpitas Recreation and Community Services Independent Contactor Instructor Handbook and understand the document's content.

PRINT NAME _____

SIGNATURE _____ **DATE** _____

Contractor Document Checklist

Below is a list of the items the Contractor must submit before they teach class. Failure to submit any of these documents may result in cancellation of class(es).

- ☐ Signed Contract
- ☐ Valid Milpitas Business License
- ☐ Proof of Commercial General Liability Insurance
 - \$1,000,000 policy level & Single Occurrence
 - Additional insured (City of Milpitas) Endorsement
 - Primary and Non-contributory Endorsement
 - 30 Day Notice of Cancellation Endorsement
- ☐ Workers Compensation Insurance OR e-mail stating no employees
 - Waiver of Subrogation Endorsement (Workers Comp)
- ☐ Commercial Auto Insurance if driving site to site for our programs.
- ☐ Roster of all instructors (and subs) teaching classes
- ☐ Proof of completed Livescan/fingerprints for all instructors
- ☐ Signed Independent Contractor Handbook Agreement
- ☐ W-9